The first point here decided, as to the effect of subjecting the certificate of deposit to the rules of the savings department, is one which does not seem to have been heretofore passed upon by any court of the last resort. But the decision is in harmony with the common financial practice. The second point, that the termination of the running of interest fixes the time within which it must be negotiated, is in accord with the general rule stated in the books that interest bearing notes do not call for such prompt presentation as demand paper which bears no interest. Daniel on Neg. Inst. (6th ed.) § 610; Byles on Bills *213; Randolph on Commercial Paper, § 1097. The case of *Kirkwood* v. *First National Bank,* 40 Neb. 484, involved exactly the same question upon a similar certificate of deposit, and the decision was the same.

CARRIER'S LIABILITY ON BILLS OF LADING FOR WHICH NO GOODS WERE DELIVERED—WHAT LAW GOVERNS.—The law's delays are not entirely of the past. On Jan. 7th, 1919, the United States Supreme Court pronounced what may be the final judgment on an action arising in June, 1900, *M. K. & T. Ry. Co.* v. *Sealy,* Adv. O. 123. Defendant at first insisted that a Missouri shipment was governed by Missouri and not Kansas law, the action having been brought in Kansas. It was not until 1913 that the defendant company claimed that the transaction was governed by Federal law. This was doubtless due to the fact that it was in that year that the case of *Adams Express Co.* v. *Croninger,* 226 U. S. 491, decided that by the Carmack Amendment Congress had shown its intent to take over the whole subject of limitation of liability by carriers of goods in interstate shipments, and that therefore all state laws as to such shipments were entirely superseded. The court held that the claim in this case could not be maintained, because the Federal question was not seasonably raised, and also because the Carmack Amendment does not apply to a shipment made six years before its passage. The Kansas court having three times decided adversely to defendant, 78 Kan. 758, 84 Kansas 479, 98 Kan. 225, the writ of error was dismissed.

As to the liability of the common carrier on fraudulent bills of lading, issued without receipt of any goods, see 16 MICH. LAW REV. 402, 411. The passage by Congress of the so-called Uniform Bill of Lading Act, the Pomerene Act of August 29, 1916, 39 Stat. at L. 538, has changed the common law rule, rigidly adhered to by about half the States and by the U. S. Supreme Court, *Shaw* v. *Ry.,* 101 U. S. 557, *Friedlander* v. *Ry.,* 130 U. S. 416, in favor of the negotiability rule of *Bank of Batavia* v. *R. R. Co.,* 106 N. Y. 195, which made the carrier liable on a bill of lading to a *bona fide* holder for value, notwithstanding no goods were received. As nearly half the States have placed on their statute books this bill of lading act, the prevailing rule in the United States now accords with the New York rule, and the decision of the Kansas court in the instant case. Plaintiff was allowed to recover of the carrier his advances on the bills of lading to the extent they had not been repaid, notwithstanding the bills covered 27 carloads of grain, not one bushel of which was ever shipped.

CARRIER'S LIABILITY—WRITTEN NOTICE OF CLAIM FOR DAMAGES.—That it is lawful for a common carrier of goods to stipulate for complete freedom

from liability, unless claim for damage is reported within a reasonable time after the consignee has notice of the arrival of the goods, has been many times held, from *So. Exp. Co.* v. *Caldwell,* 21 Wall. 264, to *St. Louis, I. M. & S. R. Co.* v. *Starbird,* 243 U. S. 592. If liability is to be claimed, it is only fair that the carrier should know of the claim while it is still possible to investigate the alleged damage. And it is now held that it is not unreasonable to require a written record of the claim. The case of *So. Pac. Co.* v. *Stewart, U. S. Sup. Ct., Jan.* 13, 1919, Adv. O. 176, is one of the belated cases arising under the Carmack Amendment of 1906, and before the Cummins Amendment of March 4, 1915. By this amendment interstate shipments after that date will be subject to the ninety day limit there provided for.

The bill of lading in question covered a shipment of cattle, and required claim for loss or damage to be made in writing within ten days after unloading the livestock. The Cummins Amendment makes unlawful any rule, contract or regulation for a shorter period for giving notice of claims than ninety days, and for the filing of claims than four months. But this shipment was under the Carmack Amendment, and plaintiff admitted that he had made no written claim within ten days. He denied that it was possible for him to determine the damage in that time, and claimed waiver of notice by the carrier in attempting to adjust the claim. The court below charged that if the defendant knew of the death of the cattle in transit as alleged in the complaint, then plaintiff was relieved from giving such notice as was required by the contract. It has often been held that there is no possible benefit to the carrier in receiving written notice of what it already knows, *Cockrill* v. *M. K. & T. Ry. Co.,* 90 Kan. 650, and this rule was approved in the instant case, both in the District Court and in the Circuit Court of Appeals, 233 Fed. 956. The Supreme Court, however, holds that the requirement that such notice be put in permanent form in writing is not unreasonable, and failure to do so defeats plaintiff's recovery.

The rule requires written notice that claims will be made, but allows to plaintiff the necessary time to determine what the loss will be before he files his bill for damages. By this rule the carrier escaped a liability for losses which seem to have been caused by outrageous and willful conduct in handling the cattle, but the ultimate advantage to the carrier may be doubted. It is such experiences as this on the part of the public that have caused much unfair legislation against the carrier, such for example as the ninety days required by the Cummins Amendment. After the expiration of three months with no notice of any claim it may be very difficult for the carrier to get the facts, and juries have a way of believing the evidence submitted by the shipper. Jurymen themselves have often had experiences with such claims.

It is doubtful whether such decisions as that in *Wells Fargo Exp. Co.* v. *Townsend,* Arkansas, June, 1918, 204 S. W. 417, can stand under the rule as above laid down. In that case the court found that a letter from the claim-agent suggesting that the shipper order a duplicate of the lost casting and furnish claim covering the value of the original was a waiver of the stipulation for written notice.